

1900-001 Chancery Causes: James A. Blakemore vs. C. H. Braswell &
Lee Co.

Gulledge Braswell & Co., Lice, Bayet, Bayet

CA - Contract Dispute
T. Business

To the honorable H. A. W. Steen, Judge of
the Circuit Court of Lee County Va.

I humbly complaining your Orator James
A. Blakemore, would respectfully represent
and shew unto your honor, that there is
now in this county one C. H. Braswell
representing himself as President of Compa-
ny styled Gullidge, Braswell & Co, accom-
panied by one J. F. Lice and one A. W.
Bayet, each representing himself as an agent
of said Company; that said Braswell as
President and said Lice and Bayet as
agents of said Company are canvassing
said county and proposing to sell a book
which they claim said Company has a
Copyright for, called "The Farmers Prac-
tical Book Keeper", to citizens of said
County, and trying to sell to parties territory
in certain counties in the different States
of the United States in which to sell said
book; that said Braswell as president
and said Lice as the agent of said Co.
came to your orator at his house in said
County and proposed to sell him one of
said books, but ^{he} never traded with them;
that they then proposed to employ your orator
to look after the collection of money due them
for sales made by the agents of said Company
in Claiborne & Hancock Counties Tennessee

and out of said moneys so collected to pay himself by retaining \$1.00 per book for each book sold by said agents and the residue to be placed in Bank for said Company, and to report to said Company the progress of the work of said agents in said business; that your orator agreed to this proposition, and did not think or understand that anything else was entered into or undertaken by him; that after this, to wit on the 25th day of May 1900, the said Braswell and Lice brought a paper for him to sign and represented that said paper only contained in writing what they had agreed upon as above stated; that your orator asked them to read said writing to him, and they pretended to do so, and your orator supposed the writing was read correctly as they read it according to the above agreement; that said paper was signed by Gullidge Braswell & Co by C. H. Braswell President, but that he was not asked to and did not sign said paper; that they then produced two small papers and asked him to sign them, and this he declined to do, and upon their stating and representing to him that said papers were only receipts showing what he was ^{authorized} to do and the territory, upon these assurances and representations, and the further

representation that said papers were not
notes or any obligation upon him to pay any-
thing, he, with much hesitancy, was by said
representations induced to sign said papers;
said two papers were taken away by said
Braswell & Lice and said first named paper
was left with your orator and is herewith
filed, as part hereof. Marked "A".

Your orator will further show the Court
that he is an uneducated man hardly able
to read print or writing, that on the next day
he came to Jonesville and had said writing
read to him, correctly, and found that instead
of what had been agreed to and entered into by
him, as above stated, that a fraud had been
perpetrated upon him, in this, that he was
made agent to sell said book in said Counties
of Claiborne & Hancock Tenn, and with friend
ages in some Counties in Va, and other States
of the United States, that he was bound to
take 300 of said books at \$1.75 per book
\$275.⁰⁰ of which was to be paid down and
the residue as said books were ordered
from said Co; that he then stated to said
Braswell & Lice that said paper was wrong
and not their agreement, and that they had
practiced an injustice upon him, and that he
proposed to at once place the matter in the
hands of his attorney to have said papers an-

nullified and cancelled, and the said Braswell took him aside and requested him not to do that as it would expose their business, and said that the said two papers had been sent to said Co in North Carolina and as soon as he was answered he would take up said paper "A" and give him said two papers here called receipts and that this would be done on Thursday May 31st 1900. Your orator will further show the Court that said two papers, called receipts, he has found out since, were two negotiable notes for \$135.00 each, payable Oct 1st and Dec 1st 1900, and that they were endorsed or assigned to said agent Bayet and that he has been trying to sell and discount them to Banks and Citizens of Lee County Va. and that these efforts to sell and discount them began on Tuesday morning, May 29th 1900, thus showing that they could not, by due course of mail, have been sent to North Carolina and returned here in that time.

Your orator will further show the Court that said ^{Company} Braswell, Lile & Bayet are non residents of the State of Va. and claim to be citizens of the State of North Carolina, and have no visible means or effects in this State. The object of this suit therefore is to cancel & annul the said paper "A" and to cancel and

annul the said two negotiable notes and
have the same delivered to your orator,
and to ^{restrain} enjoin the said ^{consign} Braswell, Lile &
Bayet from collecting or in any manner
disposing of said two notes, until the future
order of the Court. To this end your orator
makes the said ^{Guffledge Braswell & Co.} O. A. Braswell, J. H. Lile and
A. W. Bayet the parties defendants to this bill
and asks that they be required to answer the
same, but not on oath that being waived;
that the relief above prayed for be granted your
orator, and all such other and further relief as
the equity of his case may require, May process
issue, directed &c. And your orator will
ever pray &c.

James A. Blakemore

B. H. Semell

Or &c. &c. } 12.9.

Virginia, Lee County, to wit.

I A. B. Mumsey Clerk of the Circuit Court
in and for the County and
State aforesaid do certify that James A
Blakemore this day personally appeared be-
fore me in my said County, and made
oath that the facts stated in the foregoing bill
are true. Given under my hand this the
30th day of May 1900.

A. B. Mumsey Clerk

On motion of the plaintiff, by
his attorney, an injunction
is awarded him restraining
and enjoining the defendants
in the bill mentioned from
selling, assigning, delivering,
or disposing of the notes
mentioned in the bill. But
the plaintiff before he is
to have the benefit of this
order is to execute bond
^{payable to defendants,}
before the Clerk of Lee County
Circuit Court on the penalty
of \$50⁰⁰ conditioned to pay
all damages & cost sus-
tained by defendants by
reason of this injunction.
May 31, 1900.

To Clerk of } Judge of Lee Co Cir-
Lee Co Circuit Ct. } ent Ct.

James A. Blakeman

vs. Bice

C. H. Prosser & Co.

Dismissed by plain-
tiff June 2nd 1900.
J. B. Munnery Clerk

Know all Men by these Presents, That we James A. Blakemore
and H. L. Joslyn
 are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$50.00
fifty dollars, to the payment whereof, well and truly to be made to
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
 executors, and administrators, jointly and severally, firmly by these presents. And we hereby
 waive the benefit of our homestead exemptions as to this obligation, and any claim, right, or
 privilege to discharge any liability arising under this bond in any currency, funds, counter claims
 or offsets other than legal-tender currency of the United States. Sealed with our seals, and
 dated this 1st day of June one thousand ^{nine} ~~eight~~ hun-
 dred ~~and~~

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound
James A. Blakemore

on his bill in Chancery against Gulledge Braswell & Co.
L. H. Braswell, J. F. Lee & A. M. Boyet

addressed to the Judge of the Circuit Court of the County of Lee, has obtained from the said
 Judge an injunction to injoin and restrain the within named defendants
from selling, assigning, delivering, or disposing
of the notes in the bill mentioned

until the future order of the said court; and whereas it is provided, by the order of the said Judge
 awarding the said injunction, that the plaintiff shall not have the benefit thereof until he
, or some one for him, shall enter into a bond, with good security, in
 the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of
(\$50.00) fifty Dollars, and conditioned to pay all such costs as may
 be awarded against the said plaintiff, and all such damages as shall be incurred in case the said
 injunction be dissolved. Now, therefore, if the said James A. Blakemore
 shall pay all such costs as may be awarded against him, and all such damages as shall
 be incurred in case the said injunction be dissolved, then this obligation to be void, or else to re-
 main in full force and virtue.

Executed in the presence of

Bond Book No 1
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A Copy:
Teste A. B. Munsey Clerk

James A. Blakemore [SEAL.]

H. L. Joslyn [SEAL.]

[SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day personally appeared before me A. B. MUNSEY, Clerk of the Circuit Court of
 the County of Lee,
 and made oath that _____ estate, after the payment of all _____ just
 debts, and those for which he _____ bound as security for others, and expect to have to pay
 _____ worth the sum of _____ dollars,
 over and above all exemptions allowed by law.

Given under my hand this _____ day of _____ 189 .

Clerk.

James A. Blakemore
Copy of

to { **INJUNCTION
BOND.**

Commonwealth.
